

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT CODE		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO.  374		3. EFFECTIVE DATE  see Block 16C		4. REQUISITION/PURCHASE REQ. NO. <b>RECEIVED</b> <b>SGS CONTRACTS</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899				7. ADMINISTERED BY (If other than Item 6)		CODE <b>05 SEP 29 AM 11:01</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS10-99001</b>			
				10B. DATED (SEE ITEM 13) <b>August 21, 1998</b>			
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Contracting Officer for current Accounting & Appropriation Data							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984)</b>							
D. OTHER (Specify type of modification and authority)							
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The purpose of this modification is to add environmental support service for NASA managed construction projects. The performance period is 1 October 2006 through 30 September 2008. The contract estimated cost and fee is increased by \$428,287 (cost) and \$34,261 (fee) for a total increase of \$462,548.  This change revises Article B-3, Contract Value, Article B-4, Award Fee, and Article G-2, Contract Funding and Section J-1 Statement of Work paragraph 3.5.3.3 as shown on the attached pages.  In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.							
Except as provided herein, all terms and conditions of the document referenced in item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brian S. Hinerth Contracting Officer			
15B. CONTRACTOR/OFFEROR <i>Victoria G. Lockard</i> (Signature of person authorized to sign)		15C. DATE SIGNED <i>29 Sept 06</i> 28 Sep 2006		16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)		16C. DATE SIGNED <i>29 Sep 06</i> 28 Sep 2006	

ARTICLE B-3 CONTRACT VALUE			
<b>Basic Period Sep 98-30 Sep 03</b>			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (FFP) (Sept 1998)	\$1,113,486		1,113,486
Basic Period Thru 370			
10/01/98-09/30/00	\$396,406,378	\$23,187,199	419,593,577
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	9,200,000
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY99-FY00	\$405,606,378	\$23,187,199	428,793,577
(10/01/00-09/30/01)	\$215,635,118	\$13,106,768	228,741,886
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	18,804,377
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY01	\$234,439,495	\$13,106,768	247,546,263
(10/01/01-09/30/02)	\$234,055,207	\$14,098,312	248,153,519
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	19,865,904
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY02	\$253,921,111	\$14,098,312	268,019,423
(10/01/02-09/30/03)	\$247,365,902	\$15,357,411	262,723,313
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	22,426,471
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY03	\$269,792,373	\$15,357,411	285,149,784
<b>TOTAL BASIC PERIOD</b>	<b>\$1,164,872,843</b>	<b>\$65,749,690</b>	<b>1,230,622,533</b>
<b>Option Period 1 Oct 03 - 30 Sept 04</b>			
Option 1A			
(10/01/03-09/30/04)	\$244,075,599	\$15,352,803	259,428,402
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	22,135,767
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY04	\$266,211,366	\$15,352,803	281,564,169
Option 3BA			
(10/01/03-09/30/04)	\$2,322,030	\$185,762	2,507,792
Option 5BA			
(10/01/03-09/30/04)	\$321,092	\$25,687	346,779
<b>TOTAL OPTION 1A PERIOD</b>	<b>\$268,854,488</b>	<b>\$15,564,252</b>	<b>284,418,740</b>

<b>Option Period 1 Oct 04 - 30 Sept 06</b>			
<b>Contract Period</b>	<b>Estimated Cost</b>	<b>Available Award Fee*</b>	<b>Contract Value</b>
Options Thru Mod 358			
OPTION 1B			
(10/01/04-09/30/05)	\$278,381,992	\$17,036,795	295,418,787
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	25,895,945
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			
Total FY05	\$304,277,937	\$17,036,795	321,314,732
(10/01/05-09/30/06)	\$275,422,988	\$16,478,009	291,900,997
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	29,101,654
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			\$0
Total FY06	\$304,524,642	\$16,478,009	321,002,651
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	2,676,114
Total Option 3BB	\$4,869,032	\$389,523	5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	357,849
10/01/05-09/30/06	\$331,781	\$26,542	358,323
Total Option 5BB	\$663,123	\$53,049	716,172
<b>TOTAL OPTION 1B Period</b>	<b>\$614,334,734</b>	<b>\$33,957,376</b>	<b>648,292,110</b>
<b>Option Periods 1 Oct 06 - 30 Sep 08</b>			
<b>Contract Period</b>	<b>Estimated Cost</b>	<b>Available Award Fee*</b>	<b>Contract Value</b>
OPTION 1C			
(10/01/06-9/30/07)	\$265,326,033	\$17,375,905	282,701,938
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	31,867,270
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 374	\$211,299	\$16,900	228,199
Total FY07	\$297,404,602	\$17,392,805	314,797,407
(10/01/07-9/30/08)	\$272,113,050	\$17,806,603	289,919,653
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	33,448,837
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 374	\$216,988	\$17,361	234,349
Total FY08	\$305,778,875	\$17,823,964	323,602,839

	<b>Option Periods 1 Oct 06 - 30 Sep 08 Cont.</b>		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	2,831,326
Total Option 3BC	\$5,161,408	\$412,913	5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	0
10/01/05-09/30/06	\$0	\$0	0
Total Option 4BB	\$0	\$0	0
Option 4BC			
10/01/06-09/30/07	\$0	\$0	\$0
10/01/07-09/30/08	\$0	\$0	\$0
Total Option 4BC	\$0	\$0	\$0
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	358,780
10/01/07-09/30/08	\$341,511	\$27,321	368,832
Total Option 5BC	\$673,715	\$53,897	727,612
<b>TOTAL OPTION 1C Period</b>	<b>\$609,018,600</b>	<b>\$35,683,579</b>	<b>644,702,179</b>
TOTAL CONTRACT			
VALUE SEP98-SEP08	\$2,657,080,665	\$150,954,897	\$2,808,035,562
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

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**3.5.3.3 NASA Environmental Program Support.** The contractor shall provide technical support to NASA in the preparation and review of National Environmental Policy Act (NEPA) documentation, wetlands related projects, and threatened and endangered species issues.

The contractor shall provide environmental support to NASA Construction of Facilities (COF) projects. The contractor shall provide environmental consulting expertise and coordination throughout the COF process. The primary tasks include providing consulting services at the Project Concept, Preliminary Engineering Report, Engineering Design and Project Construction phases. The tasks to be performed include: (Mod 374)

1. Providing input to the preparation of National Environmental Policy Act (NEPA) documentation (Environmental Checklist), identifying potential environmental compliance requirements, and document requirements necessary to ensure that COF environmental requirements are adequately scoped in applicable contracts. (Mod 374)

2. Participating at design review and pre-work meetings to ensure that environmental requirements are communicated to A&E and COF contractors. This includes reviewing of designs, providing comments, coordinating between the NASA COF Project Manager and the NASA Environmental Program Branch, and building of pre-work work packages to further communicate environmental requirements. (Mod 374)

3. Tracking the environmental requirements for each project assigned and tracking the transfer of data between the NASA Project Manager and the Environmental Program Branch. (Mod 374)

4. Supplementing inputs from other environmental subject matter experts from NASA, consulting engineers, and various J-BOSC organizations to support the planning and design engineering phases of COF projects and serving as the principle Environmental point of contact for the NASA Project Manager. The contractor is not responsible for project specific field implementation of environmental requirements, such as waste management, storm water pollution prevention plan inspections, etc. (Mod 374)

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#### **4.0 INSTALLATION IMPROVEMENT PROGRAM**

The contractor, based on project tasking, shall track scope, cost, and schedule, requirements for facility projects associated with Article B-12 projects. This shall be accomplished to ensure performance within agreed parameters. The contractor shall address these items monthly and report on variances from agreed upon cost and schedule, including an explanation of the variances.